

FOURTH AMENDMENT TO THE
STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE REPUBLIC OF UGANDA

FOR

STRATEGIC OBJECTIVE NO. 4

REPRODUCTIVE, MATERNAL AND CHILD HEALTH

1. Purpose of Amendment

The Strategic Objective Grant Agreement for Strategic Objective No.4 Reproductive Maternal and Child Health was signed on July 03, 1997. The Agreement has been amended as follows:

First Amendment signed August 30, 1997, Second Amendment Signed May 28 1998, Third Amendment signed August 28, 1998 collectively referred to as the Agreement. This Fourth Amendment to the USAID Strategic Objective Grant Agreement for SO4, Reproductive, Maternal and Child Health Strategic Objective, dated July 03, 1997, as amended is hereby entered into between the Parties in order to: grant the Grantee an additional Eight Million Four Hundred and Ninety Thousand Six Hundred and Fifty United States ("U.S.") Dollars (\$8,490,650) under this Objective, modify the Objective budget consistent therewith and make such other changes as specified below. This incremental amount, in addition to previous increments under this Agreement and its predecessors, brings the total obligated to date to an amount not to exceed Forty Nine Million One Hundred and Two Thousand, Six Hundred and Sixty Six United States ("U.S") Dollars (\$49,102,666).

2. Financing

Article 3, Section 3.1, paragraph (a) is hereby deleted in its entirety and the following substituted in its stead:

"Section 3.1. USAID Contribution.

a) The Grant to Date. To help achieve the Objective set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the Grantee under the terms of this Agreement, as amended, an amount not to exceed Forty Nine Million One Hundred and Two thousand Six Hundred and Sixty Six United States ("U.S.") Dollars (\$49,102,666). (The "Grant")."

3. Objective Financial Plan

The "Strategic Objective Number 4 (SO4) Financial Plan" Attachment 1 to Annex 1, Amplified Description, is hereby deleted in its entirety and Attachment 1 hereto, "Strategic Objective Number 4 (SO4) - Fourth Amendment - Financial Plan," is hereby substituted in its stead.

4. Requirements for Voluntary Family Planning Projects

"Funds made available under this fourth amendment are subject to the following paragraph, which is hereby included by adding a new Section F.2 to the standard provisions of the Strategic Objective Grant Agreement and is entitled 'Voluntary Population Planning' as follows.

"Section F.2 Voluntary Population Planning.

"(a) Requirements for Voluntary family Planning Projects

(1) A family planning "project" must comply with the requirements of this paragraph.

(2) A "project" is a discrete activity through which a governmental or non governmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this Agreement, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this

paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subagreement under paragraph (e), the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The Grantee shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; (ii) the Grantee shall investigate and take appropriate corrective action,

if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. (iii) The Grantee shall provide USAID such additional information about violations as USAID may request."

Other Terms and Conditions

Except as amended herein, all other terms and conditions of the Strategic Objective Grant Agreement for SO4, Reproductive, Maternal and Child Health Strategic Objective, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the United States of America and the Grantee, each acting through its duly authorized representatives, have caused this Fourth Amendment to the Strategic Objective

Grant Agreement for SO4, Reproductive, Maternal and Child Health Strategic Objective, to be signed in their names and delivered as of the day and year below.

FOR THE GOVERNMENT OF
THE REPUBLIC OF UGANDA:



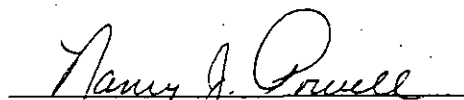
Emmanuel Tumusiime-Mutebile
Permanent Secretary/Secretary
to the Treasury
Ministry of Finance, Planning
and Economic Planning

Date: 1st July 1999

- Dr. Crispus Kiyonga
Minister of Health

Date: _____

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Nancy Powell
Ambassador
American Embassy, Uganda

Date: July 1, 1999



Patrick Fleuret
Acting Mission Director
United States Agency for
International Development

Date: 1 July 1999

USAID/UGANDA
STRATEGIC OBJECTIVE NO. 4: HEALTH
FOURTH AMENDMENT
ILLUSTRATIVE FINANCIAL PLAN

	BUDGET ELEMENT	PREVIOUS OBLIGATION	THIS OBLIGATION	CUMULATIVE OBLIGATION TO DATE	PLANNED USAID CONTRIBUTION	LINE ITEM REVISIONS	REVISED PLANNED TOTAL USAID CONTRIBUTION	PLANNED FUTURE OBLIGATION
1	Technical Assistance	\$ 7,920,952	\$ -	\$ 7,920,952	\$ 7,920,952	\$ -	\$ 7,920,952.00	\$ -
2	Sub-Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Commodities	\$ 1,916,944	\$ -	\$ 1,916,944	\$ 1,916,944	\$ -	\$ 1,916,944.00	\$ -
4	Audit	\$ 51,618	\$ -	\$ 51,618	\$ 51,618	\$ -	\$ 51,618.00	\$ -
5	Evaluation	\$ 491,937	\$ -	\$ 491,937	\$ 491,937	\$ -	\$ 491,937.00	\$ -
6	Project Management	\$ 6,474,244	\$ -	\$ 6,474,244	\$ 6,474,244	\$ -	\$ 6,474,244.00	\$ -
7	Implementation Costs	\$ 6,548,341	\$ -	\$ 6,548,341	\$ 6,548,341	\$ -	\$ 6,548,341.00	\$ -
8	Service Delivery and IE&C	\$ 5,232,686	\$ 4,191,050	\$ 9,423,736	\$ 19,028,869	\$ 1,544,049.00	\$ 20,572,918.00	\$ 11,149,182
9	HMIS and Evaluation	\$ 1,033,201	\$ -	\$ 1,033,201	\$ 3,510,924	\$ (1,900,723.00)	\$ 1,610,201.00	\$ 577,000
10	Financing/Sustainability	\$ 3,139,605	\$ 765,060	\$ 3,904,665	\$ 2,784,529	\$ 2,642,400.00	\$ 5,426,929.00	\$ 1,522,264
11	Social Marketing	\$ 1,691,397	\$ -	\$ 1,691,397	\$ 4,089,590	\$ (2,398,193.00)	\$ 1,691,397.00	\$ -
12	HIV/STD Activities	\$ 4,840,161	\$ 3,534,540	\$ 8,374,701	\$ 13,565,267	\$ 1,258,323.00	\$ 14,823,590.00	\$ 6,448,889
13	Pre-Service Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Contraceptives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	USAID Management	\$ 1,270,930	\$ -	\$ 1,270,930	\$ 3,616,785	\$ (1,145,856.00)	\$ 2,470,929.00	\$ 1,199,999
	SO #4 GRAND TOTAL	\$ - 40,612,016	\$ 8,490,650	\$ 49,102,666	\$ 70,000,000	\$ -	\$ 70,000,000	\$ 20,897,334

6/23/99

FOURTH AMENDMENT TO THE STRATEGIC OBJECTIVE GRANT AGREEMENT

FOR

STRATEGIC OBJECTIVE NO. 4

REPRODUCTIVE, MATERNAL AND CHILD HEALTH

Lydia Ddamba, PDS	<u>Lydia Ddamba.</u>	Date	<u>6/24/99</u>
Denise Rollins, C/PPD	<u>D. Rollins</u>	Date	<u>6/23/99</u>
AKaboggoza-Musoke, SO4 Member	<u>AK</u>	Date	<u>6/25/99</u>
Rebecca Rohrer, A/Team Leader	<u>Rebecca</u>	Date	<u>6/25/99</u>
Mark Powdermaker, CONT	<u>Mark</u>	Date	<u>6/30/99</u>
Pauline Johnson, RLA	<u>see e-mail</u>	Date	<u>6/22/99</u>

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Clearances:

SO4:RRohrer	<u><i>[Signature]</i></u>	date	<u>6/25/99</u>
PDO:DRose	<u><i>[Signature]</i></u>	date	<u>6/22/99</u>
C/PPDO:DRollins	<u><i>[Signature]</i></u>	date	<u>8/30/99</u>
RLA:PJohnson	<u><i>see e-mail</i></u>	date	<u>6/22/99</u>
A/DIR:PFleuret	<u> </u>	date	<u> </u>

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